

AMENDMENT TO
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
MIDWEST WIRELESS COMMUNICATIONS, LLC

This Amendment to the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996. (the "Amendment") is dated as of Aug 29, 2003, by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("SBC Wisconsin") and Midwest Wireless Holdings L.L.C. (f/k/a Midwest Wireless Communications, LLC), with its principal offices at 2000 Technology Drive, Mankato, MN 56002 ("Midwest Wireless Holdings L.L.C.").

WHEREAS, SBC Wisconsin and Midwest Wireless Communications, LLC ("Midwest Wireless Communications, LLC") are the parties to that certain "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated as of October 29, 1999 (the "Agreement"); and

WHEREAS, Midwest Wireless Communications, LLC has changed its name to "Midwest Wireless Holdings L.L.C.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and Midwest Wireless Holdings L.L.C. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Midwest Wireless Communications, LLC" to "Midwest Wireless Holdings L.L.C."
2. SBC Wisconsin shall reflect that name change from "Midwest Wireless Communications, LLC" to "Midwest Wireless Holdings L.L.C." only for the main billing account (header card) for each of the accounts previously billed to Midwest Wireless Communications, LLC. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Midwest Wireless Holdings L.L.C.] affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Midwest Wireless Communications, LLC with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Midwest Wireless Holdings L.L.C. shall operate with SBC Wisconsin under the "Midwest Wireless Holdings L.L.C.]" name for those accounts. Such operation shall include, by way of example only, submitting orders under Midwest Wireless Holdings L.L.C., and labeling (including re-labeling) equipment and facilities with Midwest Wireless Holdings L.L.C.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

6. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"). . Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("*Written Notice*")... With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.
7. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Midwest Wireless Holdings L.L.C.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent

By: Brian Fingerson

By: Mike Auinbauh

Name: BRIAN FINGERSON
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: VP - ENGINEERING & Technology
(Print or Type)

Title: For/ President-Industry Markets

Date: 08/26/03

Date: AUG 29 2003

FACILITIES-BASED OCN # 6439

ACNA MBB